(f) a copy of the referral/intake form

(g) a case narrative.

(2) Providers shall maintain information on each client served by this contract, which includes the following:

(a) documentation of the client by name or unique identifier

(b) current documentation of eligibility for services

(c) dates of service provision and delivery

(d) information documenting the client's need to receive services

(e) the number of service units provided

(f) all other forms or records necessary for program operation and reporting, as set forth by the department.

(3) Providers must ensure that all client records accurately match the invoices submitted for payment. Records must track to each invoice for payment.

(4) Providers must maintain documentation necessary to facilitate monitoring and evaluation by the department.

(5) The case management provider must maintain documentation in the client's file that all comparable community services and funding sources have been explored and exhausted before using CCDA funding.

c. Reports

Report Title	Reporting Frequency	Report Date Due	Number of copies due	DCF Office address to receive report
Quarterly Cumulative Summary Reports	Quarterly	See paragraph B.4.c.(2)	One	1111 12th Street Key West, FL 33040

(1) Reporting requirements for this contract include **Exhibit B**, Quarterly Cumulative Summary Reports, if applicable. Districts will negotiate with the provider on specific submission requirement criteria for these reports.

(2) Providers of case management services agree to submit Quarterly Cumulative Summary Reports, which include management program data (e.g., client identifiable data) to the department, according to negotiated instructions provided by the districts. The reports are due according to the following schedule:

Quarterly Cumulative Summary Report	Due Date
three month	October 30
six month	February 15
nine month	April 30
twelve month	August 15

(3) In the event of early termination of this contract, the provider will submit the final Quarterly Cumulative Summary Report within forty-five (45) days after the contract is terminated.

5. Performance Specifications

a. Performance Measures

(1) 100 % of adults with disabilities receiving services who are not placed in a nursing home.

(2) 40 disabled adults provided in-home support.

(3) 95 % of clients will be satisfied with services based upon responses to the Department Client Satisfaction Survey.

b. Description of Performance Measurement Terms

(1) Clients - Eligible individuals who have met the eligibility criteria outline in section A.3.b. of this Attachment, and who have received case management or any of the other services funded through the CCDA program during the fiscal year evaluated.

(2) Nursing home - Any facility which provides nursing services as defined in Chapter 464, F.S., which is licensed in accordance with Chapter 400, F.S.

(3) Placed – Assessment of an individual who is no longer able to remain in his present place of residence. (To place a client involves preparation for and follow up of moving a client into a more restrictive living environment.)

(4) The Department Client Satisfaction survey can be found at the following website: http://www5.myflorida.com/cf_web/myflorida2/healthhuman/publications/docs/satsurv/documents/generalinstructions2000.htm.

(5) Satisfied - For the purposes of this survey, a satisfied client is a client that responded "agree" or "strongly agree" to the survey question: "Overall, I am satisfied with the services that I received."

(6) Annual Caseload - is defined as the total number of clients who reach a point in their service plans once during the year containing a trigger point.

(7) Trigger Points - the appropriate points in time or service that a client shall be given the Department Client Satisfaction Survey to complete, for example at recertification, six months after admission, case closure, or at some other point. The department will determine trigger points for each affected client group, and contract managers will provide the information to the provider. Providers whose caseloads are less than 150 clients must survey all clients who reach their trigger point, but are exempt from having to obtain a minimum number of returns.

(8) Minimum number of returns. The following table identifies the minimum numbers of clients for which completed surveys are required in order to report results for the provider's annual caseload at the ninety percent (90%) confidence level, with a five percent (5%) error rate:

Sample Sizes for Contract Providers Fiscal Year 2002 – 2003	
Number of Clients Served in the Fiscal Year (Who will hit their trigger point once during the year)	Required Minimum Returned
Less than 150	Must survey all clients who reach their trigger point, no minimum return is required
150 – 200	115
201 – 250	130
251 – 300	143
301 – 350	153
351 – 500	176
501 – 750	199
751 - 1,000	213
1,001 - 1,500	229
1,501 - 2,000	238
2,001 and over	250

c. Performance Evaluation Methodology

(1) Measuring Outcomes. The department will measure the outcomes found in paragraph B.5.a. above as follows:

(a) The outcome measurement contained in paragraph B.5.a(1)above will be measured by taking the number of active Community Care for Disabled Adults, Home Care for Disabled Adults , Cystic Fibrosis, and Medicaid waiver disabled adults not transferred to a nursing home, divided the total number of Community Care for Disabled Adults, Home Care for Disabled Adults , Cystic Fibrosis, and Medicaid waiver disabled adults.

(b) The outcome measurement contained in paragraph B.5.a(2)above will be measured by the total number of Community Care for Disabled Adults, Home Care for Disabled Adults , Cystic Fibrosis, and Medicaid waiver disabled adults

(c) The outcome measurement contained in paragraph B.5.a(3)above will be measured by the following. The provider will administer the Department's Client Satisfaction survey to a representative sample of clients in accordance

with the instructions listed at the following website: http://www5.myflorida.com/cf_web/myflorida2/healthhuman/publications/docs/satsurv/documents/generalinstructions2000.htm.

(d) The calculation of the satisfaction rate shall be determined using the following:

$$\frac{\text{The number of satisfied clients}}{\text{Total number of surveys returned}} = \text{Satisfaction Rate}$$

(2) By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the provider fails to meet these standards, the department, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If the department affords the provider an opportunity to achieve compliance and the provider fails to achieve compliance within the specified time frame, the department must cancel the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the department.

6. Provider Responsibilities

a. Provider Unique Activities

The provider will be required to use volunteers to the fullest extent feasible in the provision of services and program operations. The provider is required to train, supervise, and appropriately support all volunteers with insurance coverage.

b. Coordination with Other Providers/Entities

The case management provider must coordinate, as necessary, with The Developmental Disabilities Program Office of the Department of Children and Families, the Department of Education, The Department of Health, and the Florida Statewide Advocacy Council, to serve those clients who are eligible for services through two (2) or more service delivery continuums.

7. Departmental Responsibilities

a. Department Obligations

(1) The department will supply all new providers with a copy of The Community Care for Disabled Adults Instructional Guide.

(2) The department will provide CCDA technical assistance to the provider, relative to the negotiated terms of this contract and instructions for submission of required data.

b. Department Determinations

Should a dispute arise, the department will make the final determination as to whether or not the contract terms are being fulfilled according to the contract specifications.

c. Monitoring and Evaluation Methodology

(1) The provider will be monitored in accordance with existing district procedures (CFOP 75-8, Contract Monitoring).

(2) By execution of this contract, the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the provider fails to meet these standards, the department, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If the department affords the provider an opportunity to achieve compliance, and the provider fails to achieve compliance within the specified time frame, the department will terminate the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the department.

(3) The Contract Performance Unit ("CPU") may elect to perform an on-site administrative and programmatic monitoring during the contract period. At a minimum, an annual desk monitoring will be performed which will be accomplished by a combination of the review(s) of reports or other documentation submitted by the provider, input from service recipients and others, and visits to the site of service delivery for programmatic review.

(4) For on-site monitorings, a random discovery sample of open and closed files will be taken for review. This sample may be

increased to a random statistical sample depending on the results of our review. The number of files reviewed will be contingent upon the population size of services rendered. To facilitate the sampling process, upon CPU request, the provider shall submit an universal events listing of all services provided under the contract prior to the monitoring visit.

(5) A report outlining the department's findings during the on-site monitoring will be submitted to the provider within 30 days of concluding field work with an exit conference. The provider agrees to respond and submit a corrective action plan, if required, within 30 days of receiving the department's report .

C. Method of Payment

1. Payment Clause

a. This is a Fixed Price (Unit Cost) contract. The department shall pay the provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed **$35,654.00**, subject to the availability of funds.

b. The department shall make payment to the provider for provision of services up to the maximum number of units of service at the rates shown below.

Service	Unit Rate Total/Department	Maximum Units to be Delivered
Case Management	$47.64	124
Personal Care	$50.78	118
Homemaking	$26.64	338
Home Delivered Meals	$ 6.67	1892
Chore	$35.51	60

c. The provider's dollar match for this contract is **$3,961.55**. Case management and transportation services may be exempt from match requirement at the discretion of each district.

2. Invoice Requirements

a. The provider shall request payment through submission of a properly completed Invoice, **Exhibit C,** within **10** days following the completion of all terms and conditions for the delivery of service under this contract. If

the provider fails to do so, all right to payment is forfeited, and the department will not honor any requests submitted after the aforesaid time period. Payment due under this contract will be withheld until the department has approved the final product. Replication of the form via data processing equipment is permissible; replications must include all data elements included on the departmental form.

b. The provider shall submit to the contract manager an original Invoice, Exhibit C, along with supporting documentation, for payment on a monthly basis. The due date for these invoices is the 10th day of the month following the month being reported.

3. Supporting Documentation

a. It is expressly understood by the provider that any payment due the provider under the terms of this contract may be withheld pending the receipt and approval by the department of all financial and program reports due from the provider as a part of this contract and any adjustments thereto. Requests for payment, which cannot be documented with supporting evidence, will be returned to the provider upon inspection by the department.

b. The provider must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the dates the services were provided so that an audit trail documenting service provision can be maintained.

4. Medicaid Billing

The department and the provider specifically agree and acknowledge that the Medicaid program is the payor of last resort and:

(1) in no event shall the provider bill the Medicaid program for services or expenses for Medicaid recipients for which the provider has already been paid by any other liable third party, and

(2) provider services covered under the Florida Medicaid program for Medicaid recipients may be billed to the Medicaid program by the provider, unless the provider is already being paid by any other liable third party, and

(3) authorized provider services to non-Medicaid recipients, or for non-Medicaid covered services, may only be billed to the department or any other non-Medicaid first or third party payor, and

(4) the provider shall identify and report Medicaid earning separate from all other fees, and

(5) Medicaid earnings cannot be used as local match, and

(6) the provider will ensure that Medicaid payments are accounted for in compliance with federal regulations, and

(7) in no event shall both Medicaid and the department be billed for the same service.

D. Special Provisions

1. Fees

a. The provider will collect fees for services provided according to Rule 65C-2.007, F.A.C.

b. No fees shall be assessed other than those set by the department. Fees collected in compliance with the department directives will be disposed of in a manner prescribed by the department.

2. Florida Statewide Advocacy Council

The provider agrees to allow properly identified members of the Florida Statewide Advocacy Council access to the facility or agency and the right to communicate with any client being served, as well as staff or volunteers who serve them in accordance with subsections 402.165(8) (a) & (b), F.S. Members of the Florida Statewide Advocacy Council shall be free to examine all records pertaining to any case unless legal prohibition exists to prevent disclosure of those records.

3. Transportation Disadvantaged

The provider agrees to comply with the provisions of Chapter 427, Florida Statute, Part I, Transportation Services, and Chapter 41-2, Florida Administrative Code, Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport clients. The provider agrees to comply with the provisions of CFOP 40-5 if public funds provided under this contract will be used to purchase vehicles which will be used to transport clients.

4. Nonexpendable Property

a. Nonexpendable property is defined as tangible personal property of a nonconsumable nature that has an acquisition value or cost of $1,000 or more per unit and an expected useful life of at least one year, and hardback covered bound books that are not circulated to students or the general public, the value or cost of which is $250 or more. Hardback books with a value or cost of $25 or more should be classified as nonexpendable property only if they are circulated to students or to the general public. Attractive property items are defined as tangible property with an original acquisition cost of $500 or more and less than $1,000, and include computers, laptops, servers, printers, communication equipment (e.g., telephone system, etc.), and electronic equipment (e.g., camera, facsimile, TV, VCR, DVD, scanner, palm pilot, sound station, etc.). Motor vehicles include any automobile, truck, airplane, boat, or other mobile equipment used for transporting persons or cargo.

b. If any property is purchased by the provider with funds provided by this contract, the provider shall inventory all nonexpendable property and all attractive property items. A copy of which shall be submitted to the department along with the expenditure report for the period in which it was purchased. At least annually the provider shall submit a complete inventory of all such property to the department whether new purchases have been made or not. The provider will use **Exhibit D** to report all capital assets purchased through funding provided by the department.

c. The inventory shall include, at a minimum, the identification number; year and/or model: a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the VIN and certificate number; acquisition date; original acquisition cost; funding source; information needed to calculate the federal and/or state share of its cost.

d. The provider shall furnish a closeout inventory no later than 30 days before the completion or termination of this contract. The closeout inventory shall include all nonexpendable property, and all attractive property items purchased by the provider. The closeout inventory shall contain, at a minimum, the same information required by the annual inventory.

e. The provider hereby agrees that all inventories required by this contract shall be updated and accurate to the date of inventory certification. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value shall be agreed upon by both the provider and the department and shall be used in place of the original acquisition cost.

f. Title (ownership) to all property purchased by the provider pursuant to this contract shall be vested in the department upon completion or termination of this contract. During the term of this contract, the provider is responsible for insuring all property purchased by or transferred to the provider pursuant to this contract. Upon return to the department, all property must be in good working order. The provider hereby agrees to pay the cost of transferring title to any property for which ownership is evidenced by a certificate of title. The provider shall be responsible for repaying to the department the replacement cost of any property inventoried and not returned to the department upon completion or termination of this contract.

g. If the provider replaces or disposes of property purchased by the provider pursuant to this contract, the provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the provider's annual inventory.

h. The provider hereby agrees to indemnify the department against any claim or loss arising out of the operations of any motor vehicle purchased by or transferred to the provider pursuant to this contract.

i. A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved contract budget.

5. **Information Technology Resources**

All contract providers must adhere to the department's procedures and standards when purchasing Information Technology Resources (ITRs) as part of this contract. These resources will revert to the Department at the conclusion of the contract. ITRs are data processing hardware, software, service, supplies, maintenance, training, personnel, and facilities. The provider agrees to secure prior written approval through the contract manager from the District Management Systems Director for the purchase of any ITR. The provider will not be reimbursed for any purchase made prior to this written approval.

6. Provider application is hereby incorporated by reference for programmatic assurance of service provision. This application will be part of the contract manager's file.

7. **Morals Clause**
The provider understands that performance under this contract involves the expenditure of public funds from both the state and federal governments, and that the acceptance of such funds obligates the provider to perform its services in accordance with the very highest standards of ethical and moral conduct. Public funds may not be used for purposes of lobbying, or for political contributions, or for any expense related to such activities, pursuant to Section I R of the Standard Contract of this contract. The provider understands that the department is a public agency which is mandated to conduct business in the sunshine, pursuant to Florida Law, and that all issues relating to the business of the department and the provider are public record and subject to full disclosure. The provider understands that attempting to exercise undue influence on the department and its employees to allow deviation or variance from the terms of this contract other than negotiated, publicly disclosed amendment, is prohibited by the State of Florida, pursuant to Section III C of the Standard Contract. The provider's conduct is subject to all state and federal laws governing the conduct of entities engaged in the business of providing services to government.

8. **Incident Reporting**
The provider is required to document all reportable incidents, as defined in the District 11 Uniform Incident Reporting Protocol for Incident Reporting and Client Risk Prevention For Critical and Non-Critical Incidents, which is incorporated herein by reference.

For each incident occurring during the administration of its program, the provider must, within 24 hours of the incident, complete and submit the District's approved Incident Report **(Exhibit E)** to the respective department program incident report liaison. The liaison for Adult Services is Al Papa, 401 NW 2nd Avenue, Suite N-812, Miami, FL 33128. It is the provider's responsibility to use the most current District 11 approved incident report for this purpose. A copy of the incident report must be placed in a central file marked "Incident Report" and in each client's file involved in the incident. Dissemination of the report within the department will be the responsibility of the department's program incident report liaison.

Incidents that threaten the health, safety or welfare of any person or that place any person in imminent danger must be reported immediately to the department by telephonic contact.

The information contained in the incident report is confidential. The dissemination, distribution or copying of the report is strictly prohibited, unless authorized by the department.

9. **Emergency Plan**
The provider shall be responsible for the care, maintenance and, if necessary, the relocation of clients during any natural disaster or period of civil unrest. The provider shall submit its emergency plan to the department for approval at the time of submission of the agency's proposal and must be updated on a yearly basis. In case of evacuation, the emergency plan must identify the method of evacuation, the address of the emergency or shelter facility to be utilized, and the method of notification of the department of the evacuation.

10. **Security Agreement Form**
The provider agrees to submit to the Department Contract Manager an original signed Security Agreement Form CF-114, **Exhibit F,** for all required personnel no later than thirty (30) days following the execution of this contract or thirty (30) days from date of employment. All personnel who require access to departmental information must sign the Security Agreement Form prior to receiving access to the information.

11. **Additional Reports**
The provider agrees to submit the following reports to the contract manager no later than the 10th of the month following the report period:
   a. Performance Data Report
   b. Active Client List with cost plan data
   c. Medicaid Waiver Expenditure Report

E. List of Exhibits

1. Exhibit A – The Community Care for Disabled Adults Instructional Guide
2. Exhibit B – Quarterly Cumulative Summary Report
3. Exhibit C – Invoice
4. Exhibit D – Nonexpendable Property Report
5. Exhibit E – Incident Report
6. Exhibit F – Security Agreement Form

Exhibit A

FLORIDA DEPARTMENT OF
CHILDREN
& FAMILIES

INSTRUCTIONAL GUIDE

The Instructional Guide defines each of the approved Community Care for Disabled Adults program services and the requirements associated with the service tasks and delivery of those services as well as other reporting and billing information necessary for proper completion of the aforementioned model Attachment I's in a statutorily and administratively sound fashion.

The CCDA program may be contracted for and financially managed in any of the three following ways:

FIXED PRICE contracting, using the GA07 PSMA
FIXED PRICE ADVANCE FUNDING contracting, using the GA08 or
COST REIMBURSEMENT contracting, using a district created PSMAI

Each of the 15 districts may enter into any one, two or three methods of contract payment with provider agencies serving the CCDA population for any number of approved CCDA services. All three methods are forms of a formal contract.

The Adult Services Central Office has developed the GA07 and GA08 Program Specific Model Attachments (PSMAI's) for your convenience and to insure that the minimum program requirements of the CCDA program are fulfilled and that uniformity of procurement and delivery of CCDA contractual services is maintained on a statewide basis.

Both the GA07 and the GA08 PSMAI methods of payment will be addressed in its own instructional chapter to distinguish its unique reporting and billing requirements from the other;

Section A - FIXED PRICE or PSMA GA07
Section B - FIXED PRICE ADVANCE FUNDING or PSMA GA08 and
Section C – A Taxonomy of Services

SECTION A

FIXED PRICE

Fixed-price contracts should be used when the service to be provided can be broken down into standard units (i.e., trips, hours), and a specific rate is paid per unit for a specific period of time. This formal contract requires a 10% match, either in-kind or cash. As in the past, case management and/or transportation services may be exempt from this match requirement at the district's discretion.

Contract providers using the fixed-price method of payment may negotiate monthly reporting with the district, but are required to submit three, six, nine and twelve month Cumulative Summary Reports that will be forwarded by the district office to the Central Office. A copy of the quarterly Cumulative Summary Form to be used in this reporting process has been labeled as an Exhibit to this contract.

SECTION B

FIXED PRICE ADVANCE FUNDING

Advance funding may be given only to not-for-profit corporations or government agencies. Such advances may be made on a monthly basis up to the first two months of the contract and may not exceed the expected cash needs of the provider. This formal contract requires a 10% match, either in-kind or cash.

Contract providers using the fixed-price advance funding method of payment may negotiate monthly reporting with the district, but are required to submit three, six, nine and twelve month Cumulative Summary Reports that will be forwarded by the district office to the Central Office. A copy Copies of the quarterly Cumulative Summary Forms to be used in this reporting process has have been labeled as an Exhibit to this contract and attached.

SECTION C

A TAXONOMY OF SERVICES

Adult Day Care

(1) Adult day care means a social program which provides a protective environment where preventive, remedial, and restorative services are provided to adults in need of such care.

(2) A unit of service is one hour of actual client attendance at the day care center, including travel to or from the center if the adult day care center is providing the transportation with CCDA funds.

Minimum Service Standards

(1) Licensing. This service must be provided in a licensed adult day care center in accordance with Chapter 400, Part V, Florida Statutes, and Chapter 58A-6, Florida Administrative Code (Regulations).

(2) All adult day care centers, contracted with CCDA funds, must meet the following additional service standards:

(a) Therapies. Occupational, physical, and speech or language therapy must be provided if care plans of the enrolled participants identify the need for such therapies. Arrangements must be made for clients who need transportation to another location in order to receive any therapies prescribed by a medical professional.

(b) Transportation. Transportation services consist of conveying participants from home to the adult day care center and return home. If the day care center does not provide transportation directly, arrangements must be made with available transportation providers. The client's physical limitation(s) must be considered when planning for transportation. Wheelchair clients may require an appropriately equipped vehicle. Provisions must be made to assist persons in getting on or off the vehicle, if needed.

Minimum Staffing Standards

(a) Nursing Staff. A registered or licensed practical nurse, licensed by the State of Florida, must be on duty at the site during primary hours of program operation and available at other times. When the position is filled by a licensed practical nurse, this person must work under the supervision of a Registered Nurse.

1. Nursing service by a licensed registered nurse or licensed practical nurse, currently licensed in Florida, includes, but is not limited to: screening procedures for chronic diseases (e.g., hypertension, or diabetes); observation, assessment, and monitoring of clients health needs and daily functioning levels; administration or supervision of medications or treatments; counseling for participant, family or caregiver in matters relating to health and prevention of illness; and referral to other community resources with follow-up of suspected physical, mental, or social problems requiring definitive resolution.

2. The registered or licensed practical nurse must be on duty at the site during the primary hours of program operation. If the nurse leaves the site, the administrator must be on the premises during the center's hours of operation.

(b) First Aid Certified Staff. At least one staff person, who has had an approved First Aid course and Cardio-Pulmonary Resuscitation (CPR) training, and is capable of recognizing symptoms of distress in this client population must be at the center at all times.

Minimum Training Standards

(1) Training Requirements. Each position must have a pre-service and in-service training plan. Areas to be covered must be appropriate to job responsibilities. Suggested topics include: medical record keeping; medical emergency procedures, monitoring for change (such as medical, psychological and social, physiological changes with age, chronic diseases); Adult Day Care (Health) policies and procedures; rehabilitation, and prescription drugs common to this population, as well as the interaction of those common drugs.

(a) Pre-Service Training. Pre-service training must be documented in agency records as to content and duration.

(b) In-Service Training. In-service training for staff will be regularly scheduled. Minimum in-service training must be six hours per year with content and hours documented in agency and staff records.

Adult Day Health Care

(1) Adult day health care is an organized day program of therapeutic, social and health activities and services provided to disabled adults for the purpose of restoring or maintaining optimal capacity for self care.

(2) A unit of service is equal to one hour of actual client attendance at the day care center, including travel to or from the center if the adult day care center is providing the transportation with CCDA funds.

Minimum Service Standards

(1) Licensing. Adult day health care center will be licensed by the Agency for Health Care Administration (AHCA) in accordance with Chapter 400.551, F.S., and Chapter 58A-6, F.A.C., the Adult Day Care Rule that can be obtained from the Department of Elder Affairs.

(2) Licensing Exemptions Adult day care centers exempted from licensure must adhere to the requirements stated in Chapter 400.553, F.S., and Chapter 58A-6, F.A.C., the Adult Day Care Rule.

(3) Additional Standards. All day care centers, contracted for adult day health care services must meet the following service additional standards:

(a) Medical Service. Medical services can be provided by either the personal physician or advanced registered nurse practitioner of the client, a staff physician, or both, and must emphasize preventive treatment, rehabilitation, and continuity of care and also provide for maintenance of adequate medical records. The health needs of clients may be supervised by an advanced registered nurse practitioner in accordance with protocols established in collaboration with the personal physician of the client or the site staff physician.

(b) Medical Therapeutic/Rehabilitative Services. Medical therapeutic/rehabilitative services appropriate to the needs of the client must be provided by a contractor or by on-site staff.

1. Physical therapy. Progress notes must be written in the client's medical record, at least quarterly, and signed by the physical therapist.

2. Occupational therapy as an adjunct to treatment of patients with physical and mental limitations. Progress notes must be written in the client's medical record, at least quarterly, and signed by the occupational therapist.

3. Speech pathology/audiology for clients with speech and language disorders. Progress notes must be written in the medical record of the client, at least quarterly, and signed by the speech therapist.

(c) Social Work Services. Social work services to assist with personal, family and other problems that interfere with the effectiveness of treatment must be provided to clients and their families. These services will be provided by the social work staff employed by the Adult Day Care Center and are not to be confused with the case management responsibilities of the CCDA case manager. [The CCDA case manager will complete the functional assessment of the client, will counsel in the development of a service plan, will arrange for services, and will provide ongoing monitoring of the client's situation to ensure that needed services are received].

(d) Nutritional Services. The administrator must designate a staff person to be responsible for the daily operation of the food service. The program must meet the following criteria:

1. Provide a minimum of one meal per day to participants attending or in transit to the center for four or more hours daily. Meals are to be of suitable quality and quantity and meet at least one third of the current Recommended Dietary Allowance (RDA) established by the Food and Nutrition Board, National Academy of Sciences, and the National Research Council, adjusted for age, sex, and activity.

2. provide dietary and nutritional education for the client and his family and as adjunct to nutritional services; and

3. ensure that all basic services provided by program aides in this service area are provided under the direct supervision of the staff person responsible for the service.

(e) Recreational and Social Activities. Planned recreational and social activities must be provided by an individual with specialization in therapeutic recreation. Such services must be suited to the needs of the clients and designed to encourage physical exercise, to prevent deterioration, and to stimulate social interaction. All basic services provided by program aides must be provided under the direct supervision of the recreation therapist. The registered recreation therapist may be retained as a consultant.

(f) Transportation Services. Transportation from home to center and return must be a function of the program. If the center does not provide transportation directly, arrangements for day care participants needing transportation must be established. The client's physical limitation(s) must be considered when planning for transportation. Wheelchair clients may require an appropriately equipped vehicle. There must be an escort on a bus or van to assist persons in getting on and off the vehicle when needed.

(g) Operational Requirements. Each center must provide services for a minimum of five hours per day, five days per week.

Minimum Staffing Standards

(1) Staffing Requirements. At least two staff and all staff drivers must have received training in emergency procedures, CPR by an approved instructor and basic first aid. At least one staff person who has passed both First Aid and Cardio-Pulmonary Resuscitation training must be at the site during the designated daily hours of operation. Minimal staffing must consist of:

(a) Full-Time Professional Staff. A minimum of two full-time (forty hours per week) professional staff members will be present during all operational hours. Professionals include the center director, assistant center director, social worker, registered nurse, and recreational therapist.